

**From:** Nicholas Taylor [REDACTED]  
**Sent:** Wednesday, 28 February 2018 8:58 AM  
**To:** Justice Pepper [REDACTED]  
**Cc:** Barry Taylor [REDACTED]  
**Subject:** Scientific Inquiry into Hydraulic Fracturing

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Attention: Hon Justice Rachel Pepper / James Pratt

**Northern Territory  
Independent Scientific Inquiry into Hydraulic Fracturing (Inquiry)**

We refer to recent discussions with Emanate: Barry Taylor / Nicholas Taylor

**Scientific Inquiry into Hydraulic Fracturing**

Would you please find attached for your convenience a template Emanate Land Access Agreement relating to Petroleum Activities in the Northern Territory.

As discussed, Emanate is happy for same to be considered a submission, for the benefit of the Inquiry.

**Future Action**

Should you wish to discuss the foregoing please do not hesitate to contact Barry Taylor or Nicholas Taylor.

Kind Regards,

nicholas taylor

T: 07 4727 0100 | F: 07 4727 0150 | M: [REDACTED]



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# Land Access Agreement

*Petroleum Act 1984 (NT)*

LANDOWNER

**AND**

PETROLEUM HOLDER

**IMPORTANT NOTE:**

**Each party should seek independent legal advice BEFORE signing this Agreement**



	Page
<b>REFERENCE SCHEDULE</b>	
1. DICTIONARY AND INTERPRETATION	1
2. FORMATION OF THIS AGREEMENT	5
3. OBJECTIVES OF THIS AGREEMENT	5
4. TERM	6
5. PARTIES	6
6. DISCLOSURES	6
7. VARIATION OF ACTIVITIES	7
8. ACTIVITIES AND ACCESS	8
9. PETROLEUM HOLDER'S LAND ACCESS PRACTICES	9
10. WATER RIGHTS & MAKE GOOD OBLIGATION	10
11. PREFERENCE IN CONTRACTING FOR WORK	10
12. REHABILITATION	11
13. WEED MANAGEMENT	11
14. STOCK MANAGEMENT	12
15. NOTIFICATION OF ACCESS	12
16. COMMUNICATION	13
17. AERIAL SURVEYS	13
18. INFRASTRUCTURE	13
19. COMPENSATION	14
20. UNAUTHORISED DAMAGE	15
21. FURTHER CLAIMS BY THE LANDOWNER	15
22. ORGANIC CERTIFICATION	16
23. DISPUTE RESOLUTION	16
24. INDEMNITY	17
25. INSURANCE	17
26. ASSIGNMENT	17
27. CONFIDENTIALITY	17
28. NOTICES	18
29. GST	18
30. MISCELLANEOUS	19
31. CONTRA PROFERENTEM	19
32. PAYMENT OF COMPENSATION	19

**SCHEDULE ONE      PETROLEUM HOLDER DISCLOSURE**

**SCHEDULE TWO      LANDOWNER DISCLOSURE**



<b>SCHEDULE THREE</b>	<b>COMPENSATION</b>
<b>SCHEDULE FOUR</b>	<b>LOCATION PLANS OF LAND AND ACTIVITIES</b>
<b>SCHEDULE FIVE</b>	<b>ORGANIC CERTIFICATION</b>
<b>SCHEDULE SIX</b>	<b>AUSTRALIAN CERTIFIED ORGANIC STANDARD</b>
<b>SCHEDULE SEVEN</b>	<b>U.S. ORGANIC CERTIFICATION</b>
<b>SCHEDULE EIGHT</b>	<b>U.S. CERTIFIED ORGANIC STANDARD</b>
<b>SCHEDULE NINE</b>	<b>ORGANIC MANAGEMENT PLAN</b>



<b>Item 1.</b>	<b>Agreement Date</b>	Date of execution of the Agreement by all parties
<b>Item 2.</b>	<b>Landowner</b> Address  Telephone Email	Care of Emanate Legal, PO Box 1984, Townsville Qld 4810 (07) 4727 0100 btaylor@emanatelegal.com.au
<b>Item 3.</b>	<b>Petroleum Holder</b> Address Telephone Facsimile Email	
<b>Item 4.</b>	<b>Land</b>	Perpetual Pastoral Lease, over Portion
<b>Item 5.</b>	<b>Relevant Act</b>	<i>Petroleum Act 1984 (NT)</i>
<b>Item 6.</b>	<b>Petroleum Title</b>	Exploration Permit
<b>Item 7.</b>	<b>Activities</b>	See <b>SCHEDULE ONE</b>
<b>Item 8.</b>	<b>Landowner Use of Land</b>	See <b>SCHEDULE TWO</b>
<b>Item 9.</b>	<b>Petroleum Public Insurance</b>	<b>Holder's Liability</b> Insurance Company: Policy No:  Amount: \$20,000,000



**Item 10. Responsible Person:  
Petroleum Holder**

Name:  
Address:  
Telephone:  
Email:

**Item 11. Responsible Person:  
Landowner**

Name: Barry Taylor  
Address: PO Box 1984,  
Townsville Qld 4810  
Telephone: (07) 4727 0100  
Facsimile: (07) 4727 0150  
Email: btaylor@emanatelegal.com.au

**Item 12. Term**

From the XXX 2018 to the earlier of:

- the completion of the Activities; or
- twelve (12) months.



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## Background

- The Landowner is the registered owner of the Land, and conducts grazing operations on the Land.
- The Petroleum Holder is the holder of the Petroleum Interest over all or part of the Land, the Petroleum Holder proposes to carry out the Activities on the Land during the Term of this Agreement.
- This Agreement is intended:
  - to represent a fair and balanced approach as between the parties with respect to land access and compensation issues; and
  - set out agreed terms between the Landowner and the Petroleum Holder regarding the undertaking of the Activities.
- This Agreement does not relate to, or make provision for, compensation based on the known or potential occurrence of Petroleum in or on the land or for work undertaken or to be undertaken with respect to the production of Petroleum.

## Agreed Terms

### 1. DICTIONARY AND INTERPRETATION

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#### 1.1 Dictionary

In this Agreement the following words shall, unless the context otherwise requires, have the meanings detailed opposite:

- 1.1.1 **Abandoned Infrastructure** means the Petroleum Holder's Infrastructure which remains on the surface of the Land without lawful excuse after the Petroleum Interest has ended, and the Petroleum Holder has not removed that Infrastructure within sixty (60) days after the Landowner has given the Petroleum Holder notice in writing requiring its removal.
- 1.1.2 **Access Tracks** means the access tracks detailed on the map in **SCHEDULE FOUR**.
- 1.1.3 **Activities** means the Activities disclosed in section 1 of **SCHEDULE ONE** of this Agreement.
- 1.1.4 **Agreement** means this document and includes the **Reference Schedule**, the general conditions, any special conditions and any schedules and annexures.
- 1.1.5 **Agreement Date** the date in Item 1 of the **Reference Schedule**.
- 1.1.6 **Approved Contractors** means the following contractors agreed between the parties to access the Land:
- a. XXXX



1.1.7 **Associates:**

- a. in respect of the Landowner, includes that person's family, employees, agents, contractors and other invitees; and
- b. in respect of the Petroleum Holder, includes that person's employees and Approved Contractors.

1.1.8 **Australian Certified Organic Standard** means the National Standard for Organic and Bio-Dynamic Produce (edition 3.5, dated 1 February 2013) and all subsequent amendments made from time to time for organic production preparation and marketing, which defines criteria for the assessment of Organic Certification as detailed at **SCHEDULE SIX**.

1.1.9 **Business Day** means any day other than a Saturday, Sunday or a public holiday in Darwin or Alice Springs, Northern Territory.

1.1.10 **Claim** includes any claim, demand, action, suit or proceeding in respect of any Loss.

1.1.11 **Compensation** means compensation to be provided to the Landowner under this Agreement as detailed at **SCHEDULE THREE**.

1.1.12 **Compensation Liability** means the liability of a person who may be liable to pay compensation pursuant to Part 5 Division 6 of the Relevant Act.

1.1.13 **Dispute** means any claim, dispute or difference between the parties that arises out of, relates to or is in connection with this Agreement.

1.1.14 **GST** means the goods and services tax under the GST Act.

1.1.15 **GST Act** means *A New Tax System (Goods and Services Tax) Act* and includes other GST related legislation.

1.1.16 **Infrastructure** means all works and equipment brought on to the Land, or constructed or installed on or under the Land, by the Petroleum Holder.

1.1.17 **Item** means a numbered item in the **Reference Schedule**.

1.1.18 **Land** means the land described in Item 7 of the **Reference Schedule**.

1.1.19 **Landowner** means the person described in Item 2 of the **Reference Schedule**.

1.1.20 **Loss** means any cost, damage or loss suffered or incurred by the Landowner arising from the carrying out of Activities under the Petroleum Interest on the Land.

1.1.21 **Make Good Obligation** means the obligation of the Petroleum Holder to wholly or partly replace or reinstate the supply of water to the Landowner at a quantity and quality agreed by the Landholder acting reasonably.

1.1.22 **Notice** means a notice given in accordance with clause 28 of this Agreement.

1.1.23 **Noxious Weed** means a weed declared to be a Class A weed (To be eradicated), Class B weed (Growth and spread to be controlled) or Class C





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weed (Introduction into the Territory is to be prevented) under section 7 of the *Weeds Management Act* (NT).

- 1.1.24 **Organic Certification** means the approved certification, provided by Aus-Qual Pty Ltd in accordance with the Australian Certified Organic Standard as detailed at **SCHEDULE FIVE**.
- 1.1.25 **Organic Management Plan** means the property organic management plan created by the Petroleum Holder to be implemented for its and its Associates access to the Land, as detailed at **SCHEDULE NINE**.
- 1.1.26 **Petroleum Holder** means the person described in Item 4 of the **Reference Schedule**.
- 1.1.27 **Petroleum Interest** means the Petroleum Interest granted to the Petroleum Holder under the Relevant Act, described in Item 6 of the **Reference Schedule**.
- 1.1.28 **Property** includes any crops, livestock, buildings, structures, plant, equipment, works, pipes, bores or other improvements on or under the Land which belong to the Landowner.
- 1.1.29 **Reference Schedule** means the **Reference Schedule** at the beginning of this Agreement.
- 1.1.30 **Relevant Act** means the Act described in Item 9 of the **Reference Schedule**.
- 1.1.31 **Responsible Person** means the person nominated in Item 10 of the **Reference Schedule** as the first point of contact for the Petroleum Holder or the person nominated in Item 11 of the **Reference Schedule** as the first point of contact for the Landowner, as applicable.
- 1.1.32 **Term** means the period described in Item 12 of the **Reference Schedule**.
- 1.1.33 **U.S. Certified Organic Standard** means the USDA Organic Regulations USDA Organic Regulations at Electronic Code of Federal Regulations (e-CFR) Title 7, Part 205 and all subsequent amendments made from time to time, for organic production preparation and marketing, which defines criteria for assessment of U.S. Organic Certification as detailed at **SCHEDULE EIGHT**.
- 1.1.34 **U.S. Organic Certification** means the approved certification, provided by Aus-Qual Pty Ltd in accordance with the USDA Organic Regulations at Electronic Code of Federal Regulations (e-CFR) Title 7, Part 205 as detailed at **SCHEDULE SEVEN**.
- 1.1.35 **Withholding Tax** means the amount withheld from withholding payments described in section 10-5 of **SCHEDULE ONE** of the *Taxation Administration Act 1953* (Cth).

## 1.2 Interpretation

### 1.2.1 Date of Agreement

Unless the contrary is shown, this Agreement will be deemed to have been formed on the Agreement Date.



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#### 1.2.2 Reference to:

- a. a person includes:
  - i. a corporation, trust, partnership, related party and government body; and
  - ii. the legal representatives, successors and assigns of that person; and
- b. a right includes a remedy, authority or power.

#### 1.2.3 **Plurals and Genders**

A word importing:

- a. the singular includes the plural and vice versa; and
- b. any gender includes all other genders.

#### 1.2.4 **Statutes and Regulations**

References to statutes, regulations, ordinances or by-laws include all statutes, regulations, ordinances or by-laws amending, consolidating or replacing them.

#### 1.2.5 **Severability**

- a. As far as possible all provisions of this Agreement will be construed so as not to be invalid, illegal or unenforceable in any respect.
- b. If any provision on its true interpretation is illegal, invalid or unenforceable, that provision will, as far as possible, be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable and so as to give it a valid operation of a partial character.
- c. If any provision or part of it cannot be read down, that provision or part will be deemed to be void and severable and the remaining provision of this Agreement will not be affected or impaired.

#### 1.2.6 **Whole Agreement**

- a. The provisions of this Agreement comprise the whole agreement between the Parties.
- b. No further terms will be implied or arise between the Parties under any collateral or other agreement made on or prior to the Agreement Date.

#### 1.2.7 **Headings**

- a. Headings and the table of contents to this Agreement have been inserted for guidance only and will not affect the construction of this Agreement.
- b. References to Clauses, schedules and annexures will be construed as references to Clauses of and schedules and annexures to this Agreement.



### 1.2.8 **Inclusive Terms**

Including and similar terms are not words of limitation.

### 1.2.9 **Corresponding Meanings**

Where a word or expression is given a particular meaning other parts of speech and grammatical forms of that word or expression have corresponding meanings.

## 1.3 **Parties**

1.3.1 If a Party consists of more than one (1) person, this Agreement binds each of them separately and any two (2) or more of them jointly.

1.3.2 An obligation, representation or warranty in favour of more than one (1) person is for the benefit of them separately and jointly.

1.3.3 A Party which is a trustee is bound both personally and in its capacity as a trustee.

# General Conditions of Agreement

## 2. **FORMATION OF THIS AGREEMENT**

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2.1 This Agreement comprises:

2.1.1 **Reference Schedule;**

2.1.2 schedules and any annexures to schedules; and

2.1.3 operative provisions.

2.2 To the extent of any conflict or inconsistency between the documents listed in clause 2.1, those documents shall be interpreted in descending order of precedence in the order they are listed in clause 2.1.

## 3. **OBJECTIVES OF THIS AGREEMENT**

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The objectives of this Agreement are, so far as is reasonably practicable, to:

3.1 provide the foundation for a cooperative working relationship between the Landowner and the Petroleum Holder;

3.2 permit the Petroleum Holder and its Associates to enter the Land for the purpose of conducting the Activities during the Term;

3.3 ensure the safety of the Landowner and its animals and the Petroleum Holder;

3.4 use best endeavours to preserve the amenity of the Landowner;

3.5 ensure the Landowner and Petroleum Holder and their respective Associates treat each other with courtesy and respect;

3.6 find workable solutions, which may involve reasonable adjustments on the part of both parties to minimise the adverse impact of the Activities on the Land;



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- 3.7 ensure the Landowner is properly compensated as required under the Relevant Act; and
- 3.8 identify ways the Landowner and the Petroleum Holder can help each other in the spirit of being “good neighbours”.

#### **4. TERM**

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- 4.1 Subject to the Relevant Act, this Agreement continues for the Term;
- 4.2 Notwithstanding any other clause in this Agreement, the Parties acknowledge and agree that strictly no access to the Land will be undertaken by the Petroleum Holder, or the Petroleum Holder’s Associates, until the commencement of the Term.

#### **5. PARTIES**

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- 5.1 The Petroleum Holder warrants that it is the holder of the Petroleum Interest and where more than one person holds the Petroleum Interest that all holders of the Petroleum Interest are parties to this Agreement. Where more than one person holds the Petroleum Interest, this Agreement binds them jointly and each of them individually.
- 5.2 The Landowner warrants that it is the Landowner as defined in the Relevant Act. Where more than one person is the Landowner, this Agreement binds them jointly and each of them individually.
- 5.3 A party that is a trustee is bound both personally and in its capacity as a trustee.
- 5.4 A party may perform its obligations and exercise its rights under this Agreement by its Associates and must ensure that those persons comply with this Agreement.

#### **6. DISCLOSURES**

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- 6.1 The Petroleum Holder:
- 6.1.1 acknowledges that the Landowner has necessarily been dependent on the information provided to it by the Petroleum Holder about the Activities when negotiating this Agreement;
  - 6.1.2 acknowledges **SCHEDULE ONE** provides the list of the Activities, including location, the proposed work program and timing proposed to be carried out on the Land;
  - 6.1.3 has provided a general outline of the Petroleum Holder’s overall project, detailed in **SCHEDULE ONE**; and
  - 6.1.4 has disclosed any other matters of importance to the Petroleum Holder in **SCHEDULE ONE**.
- 6.2 The Landowner:
- 6.2.1 acknowledges that the Petroleum Holder has provided the information in **SCHEDULE ONE**;
  - 6.2.2 agrees that the Landowner understands the general nature and scope of the Activities; and



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6.2.3 consents to the Activities within the Petroleum Interest upon the Land.

6.3 The Landowner:

6.3.1 acknowledges that the Petroleum Holder has necessarily been dependent on the information provided to it by the Landowner about the current use of the Land and the Landowner's proposed use of the Land during the Term when negotiating this Agreement;

6.3.2 has specified the current use of the Land in **SCHEDULE TWO**;

6.3.3 has provided the proposed use for the Land during the Term in **SCHEDULE TWO**; and

6.3.4 has disclosed any other matters of importance to the Landowner in **SCHEDULE TWO**.

6.4 The Petroleum Holder:

6.4.1 acknowledges that the Landowner has provided the information in **SCHEDULE TWO**;

6.4.2 acknowledges the importance of the matters disclosed in **SCHEDULE TWO** to the Landowner; and

6.4.3 agrees that it understands the general nature and scope of the activities undertaken on the Land by the Landowner.

## **7. VARIATION OF ACTIVITIES**

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7.1 The Landowner acknowledges that the Petroleum Holder may require a minor change/s to the Activities.

7.2 Should the Petroleum Holder require a minor change/s to the Activities, the Petroleum Holder must consult with the Landowner about the proposed minor change/s, and:

7.2.1 the Petroleum Holder must give the Landowner notice about the proposed minor change/s; and

7.2.2 if the Landowner agrees with any proposed minor change/s set out in the Notice, the Parties will sign it, which has the effect of amending this Agreement; and

7.2.3 if the Landowner does not agree with any proposed minor change/s described in the Notice, it will be treated as a dispute under this Agreement.

7.3 Should the Petroleum Holder require a material change/s to the Activities, the Petroleum Holder must notify the Landowner in writing within fourteen (14) days. That Notice must specify the changes made to the Activities.

7.4 The Landowner may then within a further fourteen (14) days give the Petroleum Holder a Notice that specifies how the Landowner considers this change will alter the Petroleum Holder's Compensation Liability. The Landowner and the Petroleum Holder must use reasonable endeavours to:



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- 7.4.1 negotiate, where possible, a solution that minimises as far as possible the impact of materially changed Activities; and
- 7.4.2 agree any change to the Compensation, having regard to any compromise negotiated under paragraph 7.4.1.
- 7.5 If a material change to the Activities is required during the Term, the Petroleum Holder must not access the Land to conduct the changed Activities, until compensation has been agreed between the Petroleum Holder and the Landowner. Any activities outside the scope of Activities are not included in the Compensation, unless otherwise agreed.
- 7.6 If the Landowner materially changes the current or proposed use of the Land at any time after the Agreement Date, the Landowner must notify the Petroleum Holder in writing as soon as practicable. That Notice must:
- 7.6.1 specify the change made to the current or proposed use of the Land;
- 7.6.2 provide sufficient details of the likely impact of the change to enable the Petroleum Holder to identify whether the change may impact on the conduct of the Activities on the Land; and
- 7.6.3 provide updated information about the current or proposed use of the Land.
- 7.7 If the Petroleum Holder acting reasonably considers the change notified under clause 7.6, will impact on the conduct of the Activities on the Land, it may give the Landowner a Notice that specifies how the Petroleum Holder considers that change will impact on the conduct of Activities on the Land. The Petroleum Holder and the Landowner will then use reasonable endeavours to:
- 7.7.1 negotiate, where possible, a solution that minimises as far as possible the impact on the conduct of Activities on the Land; and
- 7.7.2 agree any change to the Compensation payable to the Landowner, having regard to any compromise negotiated under paragraph 7.7.1;
- 7.7.3 However, the Landowner is not entitled to additional compensation or to a change to the Compensation only because the Landowner changes the current or proposed use of the Land.

## **8. ACTIVITIES AND ACCESS**

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- 8.1 The Landowner and the Landowner's Associates must:
- 8.1.1 not interfere with the Activities;
- 8.1.2 not interfere with the Petroleum Holder's rights to access the Land and carry out the Activities; and
- 8.1.3 give consent to the Petroleum Holder obtaining an approval where such approval is reasonable and can only be obtained with the consent of the Landowner.
- 8.2 The Petroleum Holder and its Associates will be entitled to access to and from the Land by way of the Access Tracks in **SCHEDULE FOUR** and otherwise in accordance with the terms of this Agreement, and the provisions of the Relevant Act.



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## **9. PETROLEUM HOLDER'S LAND ACCESS PRACTICES**

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- 9.1 Notwithstanding any other provision of this Agreement, prior to accessing or upon arriving to undertake the Activities from the commencement of the Term, the Petroleum Holder must and must ensure their Associates:
- 9.1.1 receive information and training specific to the obligations of the Petroleum Holder and carry and produce a document to show they have received the appropriate information and training;
  - 9.1.2 fully wash down vehicles by an approved person;
  - 9.1.3 check clothing (including footwear and socks) for potential materials (mud, dirt, plant material) Any material found should be isolated and not taken onto site;
  - 9.1.4 ensure that no access occurs when wet weather conditions are reasonably likely to result in damage;
  - 9.1.5 ensure no alcohol, animals or firearms are taken on to the Land;
  - 9.1.6 ensure no shooting, hunting, or fishing is undertaken on the Land;
  - 9.1.7 at all times only gain access using the most practical entrance as negotiated between the Petroleum Holder and the Land Holder and follow designated tracks in ongoing consultation and communication with the Landowner; and
  - 9.1.8 notify the Landowner when on site.
- 9.2 Notwithstanding any other provision of this Agreement, while upon the Land, the Petroleum Holder must and ensure their Associates:
- 9.2.1 keep a personnel register for all employees and Associates of the Petroleum Holder on the Land and be made available on request to the Landowner;
  - 9.2.2 at all times abide by all instructions given to it by the Landowner in relation to the closing or shutting of gates on the Land, and in the absence of instruction, all gates are to be left in the same state as they were found, unless instructed otherwise by the Landowner;
  - 9.2.3 ensure that all of its vehicles entering the Land maintain a maximum speed limit of 40km/h on all property tracks while conducting the Activities;
  - 9.2.4 do not smoke whilst they are on the Land;
  - 9.2.5 ensure that any contamination of the Land caused by the Petroleum Holder, will be the responsibility of the Petroleum Holder and such the Petroleum Holder will be liable for damage;
  - 9.2.6 ensure all contaminating material is properly stored and managed;
  - 9.2.7 ensure all rubbish or waste produced in carrying out the Activities is removed from the Land;
  - 9.2.8 take specific precautions to avoid any fire dangers, in consultation with the Landowner, and to the satisfaction of the Landowner;





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- 9.2.9 ensure fires are not lit on the Land in any circumstance;
  - 9.2.10 acknowledge and agree that the Landowner may accompany the Petroleum Holder's Associates at their own discretion and at their own cost but subject to the Landowner complying with the Petroleum Holder's safety requirements;
  - 9.2.11 take every reasonable effort to minimise disturbance to people, livestock, property, trees and vegetation and the creation of erosion hazards;
  - 9.2.12 ensure vehicle and machine movements which may unduly damage roads, tracks or cultivation (particularly when wet) be curtailed, to the extent practicable. If unavoidable, any such damage must be repaired at the Petroleum Holder's own cost and expense, as soon as conditions permit;
  - 9.2.13 ensure machinery on the Land is supervised and operated by qualified personnel and in a safe manner;
  - 9.2.14 keep a numbered record of any marker pegs used on the Land, ensure the marker pegs are positioned where they are not likely to cause injury, and the Petroleum Holder will ensure that all marker pegs used on the Land are removed in accordance with numbered record required to be kept in accordance with this clause 9.2.14;
  - 9.2.15 make available to the Landowner (including any authorised representative of the Landowner) a "Visitors Pack" or other clothing or equipment required in accordance with ordinary Safety Codes (e.g. helmet, goggles, boots) to enable the Landowner to access drill rig and other sites to monitor Petroleum Holder Activities, and consult in relation to any issues on the Land; and
  - 9.2.16 comply with all applicable laws relating to access and use of the Land and any agreements regarding access to or use of the Land, as agreed and amended from time to time.

## **10. WATER RIGHTS & MAKE GOOD OBLIGATION**

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- 10.1 The Petroleum Holder agrees that no underground water will be sourced from the Land for the undertaking of the Activities.
- 10.2 Notwithstanding clause 10.1, the Petroleum Holder acknowledges its Make Good Obligation regarding any reduction in water quality, quantity or volume as a direct result of the Activities on the Land.

## **11. PREFERENCE IN CONTRACTING FOR WORK**

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- 11.1 Should the Petroleum Holder require third party services for the Activities on the Land, the Petroleum Holder agrees to first notify the Landowner of the required services and, should the Landowner notify the Petroleum Holder that it intends on providing the required services, the Petroleum Holder must give preference to the Landowner in providing the required services where:
  - 11.1.1 the Landowner has the capability to carry out the required services, including adequate financial resources, management and technical skills to complete the required services;





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11.1.2 the price offered by the Landowner to provide the required services is not materially higher than that offered by other potential service providers; and

11.1.3 the Landowner meets the minimum requirements in terms of:

- a. the Northern Territory occupational health, safety and environmental standards;
- b. holds any required licences or regulatory approvals to perform the required services; and
- c. the Petroleum Holder's reasonable requirements as to insurance such that the services can be provided in a safe and lawful manner, provided that nothing in this clause 11, conflicts with any other contractual or legal requirement that the Petroleum Holder may have to give preference to other potential service providers.

## **12. REHABILITATION**

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12.1 The Landowner acknowledges that the Petroleum Holder must, when rehabilitating any part of the Land affected by the Activities, comply with any environmental authority for the Petroleum Holder.

12.2 The Petroleum Holder will consult the Landowner and subject to any statutory requirements, have reasonable regard to the Landowner's proposals relating to rehabilitation and the way in which the Land will be rehabilitated and relevant requirements for environmental compliance for the Activities.

12.3 The Petroleum Holder must promptly report to the Landowner the occurrence of any unauthorised environmental damage or other damage to the Land caused by the Activities. Where the Activities cause Unauthorised Damage to the Land, clause 20 of this Agreement applies.

## **13. WEED MANAGEMENT**

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The following measures will be put in place to reduce the risk of the spread of Noxious Weeds:

13.1 Comply with the Northern Territory Weed Management Handbook 2015.

13.2 Comply with clauses 9.1.2 and 9.1.3.

13.3 Request advice from the Landowner prior to attendance at each particular site regarding the location of weeds and amend the Activities accordingly to avoid these locations if reasonably practicable.

13.4 If the Petroleum Holder's Associates come into physical contact with a weed of concern on site, or if the Landowner becomes aware of same as a result of the Petroleum Holder's activities on the Land, and notifies the Petroleum Holder, they must:

13.4.1 remove any weed/seeds from clothing, and check and shake out trouser pockets, cuffs, socks, shoes before leaving site. Materials should be placed in sealed plastic bags and removed from the Land; and

13.4.2 wash down all vehicles and plant.



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13.5 After the Petroleum Holder has completed the Activities and after the Term of this Agreement, the Petroleum Holder agrees:

13.5.1 the Petroleum Holder will be responsible for the spread of any Noxious Weeds, that are a direct result of the Activities; and

13.5.2 will arrange for the removal and destruction of any noxious weeds.

13.6 The Petroleum Holder will negotiate with the Landowner for the removal of the noxious weeds by the Landowner at the Petroleum Holders cost.

## **14. STOCK MANAGEMENT**

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14.1 The Petroleum Holder must not interfere with the Landowner's current or proposed use of the Land except to the extent reasonably necessary to carry out the Activities.

14.2 The Petroleum Holder must ensure that all of its vehicles entering the Land maintain a maximum speed limit of sixty (60) kph on the Access Tracks while conducting the Activities.

14.3 The Petroleum Holder must ensure that all of its vehicles entering the Land reduce their speed to less than ten (10) kph along Access Tracks within one (1) kilometre radius of any house and any watering point or stock yard where cattle are present.

14.4 All cattle and cattle personnel have right of way on the road.

14.5 The Petroleum Holder will securely enclose and keep enclosed all drill sumps with cattle panels to exclude livestock until the sumps are backfilled and made safe.

14.6 Except to the extent caused or contributed to by the Landowner, the Petroleum Holder will reimburse the Landowner in the event that any stock are injured or destroyed by the Activities at current market value, and in accordance with clause 20 of this Agreement.

## **15. NOTIFICATION OF ACCESS**

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15.1 Except in the case of an emergency, the Petroleum Holder must provide the Landowner with notice:

15.1.1 seven (7) days prior to initial entry in respect of the Activities; and

15.1.2 forty-eight (48) hours verbal or written notice prior to each period of entry in respect of the Activities, including the following periods of entry:

a. before preparation works (such as mobilisation of equipment, construction of Access Track, construction of excavation site area etc);

b. before the Activities; and

c. before commencing decommissioning and rehabilitation activities.

15.2 For the avoidance of doubt, nothing in this clause 15 or the Agreement in general discharges any of the Petroleum Holder's obligations to give a landowner notice under the Relevant Act.



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## **16. COMMUNICATION**

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16.1 The Petroleum Holder will ensure that:

16.1.1 the Petroleum Holder's Responsible Person or a suitably qualified person will accompany drilling and other contractors on site at the time of initial entry;

16.1.2 the Petroleum Holder agrees to make contact with the Landowner and negotiate suitable communication channels; and

16.1.3 the Petroleum Holder agrees not to make unnecessary contact with the Landowner by way of the Landowner's home telephone.

16.2 Where practicable, the Petroleum Holder's Responsible Person will maintain contact with the Responsible Person for the Landowner through the work program, particularly:

16.2.1 before commencing a new operational phase of the Activities; and

16.2.2 to obtain feedback from the Landowner about the carrying out of the Activities and any unforeseen impacts that the program is having on the Landowner.

16.3 Upon completion of the Activities, the Petroleum Holder's Responsible Person will inform the Responsible Person for the Landowner about:

16.3.1 the potential use of incidental infrastructure following completion of any activities (e.g. drill pads, access tracks, borrow pits, casing etc); and

16.3.2 any need for further negotiations regarding an agreement for any further activities.

16.4 The Petroleum Holder's Responsible Person will invite the Landowner to inspect the work area when the project and any rehabilitation are finished so that any problems can be discussed.

## **17. AERIAL SURVEYS**

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17.1 The Petroleum Holder will ensure that, in relation to any helicopter / aerial surveys:

17.1.1 the Petroleum Holder's Responsible Person (or authorised contractor) will contact the Responsible Person for the Landowner at least ten (10) days prior to the agreed commencement date for undertaking the Activities, and confirmed forty eight (48) hours from the flyover of the Land, so that the Landowner has sufficient opportunity to relocate cattle / stock on the Land as required; and

17.1.2 the Landowner reserves the right to disapprove any flyovers / aerial surveys that the Landowner believes would have an impact on the Landowner's use of the land and carrying on of grazing operations on the Land.

17.2 All aviation rules and regulations will be complied with at all times.

## **18. INFRASTRUCTURE**

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18.1 Subject to this clause, the Infrastructure will remain the property of the Petroleum Holder irrespective of whether the Infrastructure is permanently attached to the Land.



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- 18.2 The Petroleum Holder must maintain the Infrastructure in a safe condition.
- 18.3 The Landowner may at its risk remove Abandoned Infrastructure from the Land and dispose of it, and the Petroleum Holder must reimburse the Landowner for the reasonable and necessary cost of doing so and of the Landowner's time.
- 18.4 Unless the parties otherwise agree, improvements made by the Petroleum Holder to existing roads and tracks on or that provide access to the Land do not reduce the Petroleum Holder's liability to pay Compensation under the Relevant Act.
- 18.5 At the end of the Term, if the Landowner requests that it do so, the Petroleum Holder will leave, for the Landowner's use, the roads and tracks that it improved or constructed, unless the Petroleum Holder is required by the Relevant Act or any other law or by the terms of the Title or any other relevant approvals to remove or rehabilitate the areas of the roads and tracks.

## 19. COMPENSATION

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- 19.1 The Petroleum Holder must pay to the Landowner Compensation.
- 19.2 The Landowner acknowledges that the Compensation is in full and final satisfaction of the Petroleum Holder's Compensation Liability for the Activities, under the Relevant Act and compensates for all of the impacts of the Activities.
- 19.3 This Agreement does not prevent the Landowner from bringing a Claim for additional compensation after the Agreement Date in respect of any other activities conducted by the Petroleum Holder that:
- 19.3.1 are not part of the Activities; or
  - 19.3.2 are not otherwise contemplated by this Agreement.
- (Additional Loss).**
- 19.4 Any claim for Additional Loss will be made in accordance with this clause 19.
- 19.5 If the Landowner reasonably believes it has suffered Additional Loss it may give the Petroleum Holder a notice (**Notice of Additional Loss**) specifying:
- 19.5.1 details of the Additional Loss suffered by the Landowner; and
  - 19.5.2 how the Additional Loss resulted from the Petroleum Holder's Activities.
- 19.6 If the Landowner gives the Petroleum Holder a Notice of Additional Loss, the Parties must negotiate in good faith to seek to determine whether the Petroleum Holder must pay the Landowner further compensation in respect of the Additional Loss specified in the Notice of Additional Loss and, if so, the amount of the further compensation.
- 19.7 If the Parties cannot reach agreement, it will be treated as a Dispute.
- 19.8 The Landowner must take reasonable steps to mitigate its Additional Loss associated with any Claim for Additional Loss made under this clause 19.
- 19.9 The Parties acknowledge that the Compensation does not account for any Make Good Obligation that may arise in respect of bores on the Land.



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19.10 The Parties expressly acknowledge that this clause 19 of this Agreement, operates between the Parties to this Agreement only and that this clause 19 relates solely to the matters referred to in this Agreement, and will not be viewed as a precedent to any future agreement regarding the Petroleum Interest and or the Land.

## **20. UNAUTHORISED DAMAGE**

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20.1 If, as a result of Activities, the Landowner considers, acting reasonably, that the Petroleum Holder has caused damage to Property that is not authorised under this Agreement (**Unauthorised Damage**), the Landowner may give the Petroleum Holder Notice specifying:

20.1.1 the extent of the Unauthorised Damage;

20.1.2 how that Unauthorised Damage resulted from Activities; and

20.1.3 whether the Unauthorised Damage involves damage to Property that is capable of repair and, if so, the manner in which and the time by which the Landowner acting reasonably requests the repair be made.

20.2 The Landowner must take reasonable steps to mitigate its loss as a result of the Unauthorised Damage.

20.3 The Petroleum Holder must take reasonable steps to minimise any Unauthorised Damage.

20.4 Where a notice under clause 20.1 has been given to the Petroleum Holder, the Petroleum Holder must at the election of the Landowner acting reasonably do all or any of these things:

20.4.1 repair the damage to the Property to the reasonable satisfaction of the Landowner;

20.4.2 replace the Property;

20.4.3 compensate the Landowner for the Unauthorised Damage.

20.5 If the Petroleum Holder does not repair the Unauthorised Damage to the Property within the time reasonably required by the Landowner in the notice given under clause 20.1:

20.5.1 the Landowner may carry out the repairs; and

20.5.2 the Petroleum Holder will compensate the Landowner for the reasonable and necessary cost of repairs to the Property and the Landowner's time.

## **21. FURTHER CLAIMS BY THE LANDOWNER**

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21.1 This Agreement does not prevent the Landowner from bringing a Claim after the Agreement Date in respect of any other activities conducted by the Petroleum Holder that:

21.1.1 are not part of the Activities; or

21.1.2 are not otherwise contemplated by this Agreement.



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21.2 The Landowner must take reasonable steps to mitigate its Loss associated with any such Claim.

## **22. ORGANIC CERTIFICATION**

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22.1 The Petroleum Holder acknowledges and agrees that:

22.1.1 the Landowner's grazing business on the Land holds Organic Certification and U.S. Organic Certification; and

22.1.2 the Petroleum Holder understands the Australian Certified Organic Standard and the requirements of the Landowner to continue to hold an Organic Certification, as detailed in the Australian Certified Organic Standard; and

22.1.3 the Petroleum Holder understands the U.S. Certified Organic Standard and the requirements of the Landowner to continue to hold an U.S. Organic Certification, as detailed in the U.S. Certified Organic Standard.

22.2 The Petroleum Holder agrees the Activities undertaken by the Petroleum Holder on the Land will not impact or cause to be impacted the Landowner's Organic Certification or U.S. Organic Certification.

22.3 The Petroleum Holder indemnifies and will keep indemnified the Landowner for any Claim or, Loss arising from the Petroleum Holder's breach of this clause 22, except to the extent the Claim is caused by the negligence or act or omission of the Landowner or its Associates.

22.4 The Petroleum Holder must implement the Organic Management Plan whilst the Petroleum Holder and or its Associates undertake any access to the Land for the Activities.

## **23. DISPUTE RESOLUTION**

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23.1 All Disputes under this Agreement must be resolved in accordance with this clause.

23.2 The Responsible Person for the Landowner may give notice to the Responsible Person for the Petroleum Holder that a Dispute exists, describing the Dispute.

23.3 The Responsible Person for the Petroleum Holder may give notice to the Responsible Person for the Landowner that a Dispute exists, describing the Dispute.

23.4 The Responsible Person for the Landowner and the Responsible Person for the Petroleum Holder must in the first instance use reasonable endeavours to resolve the Dispute.

23.5 The parties may appoint a mutually agreed mediator to mediate the Dispute in accordance with the Australian Institute of Arbitrators and Mediators Mediation Rules, and in the absence of agreement either party may apply to the Australian Institute of Arbitrators and Mediators for the appointment of a mediator.

23.6 If the Dispute is not resolved within twenty (20) Business Days of when the initial notice was given under clauses 23.2 or 23.3, either party may seek to resolve the Dispute as follows:



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23.6.1 if it relates to compensation under the Relevant Act, to the Northern Territory Civil and Administrative Tribunal; or

23.6.2 if it relates to any other matter, in a court of competent jurisdiction.

## **24. INDEMNITY**

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24.1 The Petroleum Holder indemnifies and will keep indemnified the Landowner from and against any Claim on the terms of this clause 24, except to the extent the Claim:

24.1.1 is settled by Compensation or other payments contemplated in this Agreement;

or

24.1.2 is caused or contributed to by the negligence or act or omission of the Landowner or its Associates.

## **25. INSURANCE**

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The Petroleum Holder must effect and maintain public liability insurance in respect of the Activities for the amount specified in Item 9 of the **Reference Schedule** for the Term. If requested by the Landowner, the Petroleum Holder must provide the Landowner with evidence of the insurance.

## **26. ASSIGNMENT**

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26.1 The parties acknowledge that under the Relevant Act this Agreement will be binding on:

26.1.1 any transferee of the Land; and

26.1.2 any transferee of an interest in the Title.

26.2 If the Landowner transfers the Land or any interest in it, the Landowner must notify the Petroleum Holder of the transfer and the name and address of the transferee within 10 Business Days of the transfer date.

26.3 If the Petroleum Holder transfers the Title or any interest in it, the Petroleum Holder must notify the Landowner of the transfer and the name and address of the transferee within ten (10) Business Days of the transfer date.

## **27. CONFIDENTIALITY**

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27.1 Neither party may disclose the Compensation, the terms of this Agreement or any other information relating to the business or other affairs of the other party to another person without the other party's prior written consent, which consent must not be unreasonably withheld.

27.2 Notwithstanding the preceding Clause, a party may make the following disclosures without the consent of the other party:

27.2.1 to the party's legal or financial advisers;

27.2.2 to the party's other consultants;

27.2.3 to a potential purchaser of the Land or an interest in the Petroleum Interest;





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27.2.4 to a related body corporate, as defined in section 50 of the *Corporations Act* 2001 (Cth);

27.2.5 required by law, including disclosure to any stock exchange; and

27.2.6 as ordered or required by any court, tribunal or authority.

Disclosures made with the consent of the other party or under paragraphs 27.2.2, 27.2.3 or 27.2.4 may only be made if the person to whom the disclosure is to be made agrees in writing to keep the subject matter of the disclosure confidential.

## **28. NOTICES**

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28.1 A notice under the Agreement must be in writing and must be sent by prepaid post, fax, email or delivered by hand to the Responsible Person for the Petroleum Holder or the Responsible Person for the Landowner, or if known, to the lawyer for the Landowner.

28.2 A notice will be deemed to be given (in the absence of reasonable proof to the contrary):

28.2.1 if posted – when in the ordinary course of the post it would be delivered;

28.2.2 if faxed – on the date the sender’s facsimile machine notes a complete and successful transmission;

28.2.3 if delivered by hand – on the date of delivery;

28.2.4 if emailed - on the date of transmission of the email by the sender to the recipient.

28.3 Notices given on a day that is not a Business Day, or after 5 pm on a Business Day, will be treated as having been given on the next Business Day.

## **29. GST**

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29.1 Despite any other provision of this Agreement, should GST be imposed on any part of any transaction under this agreement, the amount the Petroleum Holder must pay to the Landowner is to be increased by the amount of that GST and any penalties imposed, provided that the Landowner issue a valid tax invoice to the Petroleum Holder.

29.2 The Petroleum Holder agrees to pay to the Landowner, within fourteen (14) days of receiving a notice from the Landowner, the amount of the GST, including any additional penalty, costs and interest.

29.3 The Landowner shall deliver to the Petroleum Holder, as a precondition to such payment, a tax invoice in a form which complies with the GST Act and the regulations.

29.4 Terms used in this Clause that are defined in the GST Act have the meaning given in that Act.





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## **30. MISCELLANEOUS**

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- 30.1 This Agreement is governed by the law of the Northern Territory and each party irrevocably submits to the exclusive jurisdiction of the courts of that Territory.
- 30.2 This Agreement constitutes the entire agreement between the Landowner and the Petroleum Holder in relation to its subject matter.
- 30.3 Neither party may terminate this Agreement for a breach of this Agreement by the other party, but all other remedies are available to a party in respect of a breach of this Agreement by the other party.
- 30.4 This Agreement may only be amended by the written agreement of the parties.
- 30.5 Any failure by a party at any time to enforce a Clause of this Agreement, or any forbearance, delay or indulgence granted by a party to the other will not constitute a waiver of the party's rights.
- 30.6 No provision of this Agreement will be deemed to be waived unless that waiver is in writing and signed by the waiving party.
- 30.7 If any provision of this Agreement is determined to be invalid, unlawful or unenforceable for any reason then:
- 30.7.1 that part will, to the extent of the invalidity, unlawfulness or unenforceability, be severed from the rest of this Agreement; and
  - 30.7.2 the remaining terms will continue to be valid and enforceable to the fullest extent permitted by law.
- 30.8 This Agreement may be executed in any number of duplicate originals or counterparts.
- 30.9 Each party agrees to do all acts and execute all documents necessary to perfect, further assure or evidence the provisions of this Agreement as reasonably required by the other.

## **31. CONTRA PROFERENTEM**

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The contra proferentem rule and other rules of construction will not apply to disadvantage a Party whether that Party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it.

## **32. PAYMENT OF COMPENSATION**

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The Petroleum Holder will pay the Compensation into the bank account(s) nominated by the Landowner provided that such nomination:

- 32.1 contains all necessary details to facilitate the payment(s);
- 32.2 is made in writing signed by the Landowner; and
- 32.3 is given to the Petroleum Holder before the Agreement Date or otherwise at least 30 Business Days prior to a payment falling due under this Agreement.



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## Executed and Delivered as an Agreement.

**DATE:**

**SIGNED** for and on behalf of )  
in accordance with section 127 of the )  
*Corporations Act 2001*: )  
)

**SIGNED** for and on behalf of in accordance )  
with section 127 of the *Corporations Act*. )  
)  
)



**PETROLEUM HOLDER'S DISCLOSURE**

**Section 1: List of Activities proposed to be carried out on the Land.**

**Item 1**

**Activities**

Activity	Preparation and Survey phase	Rehabilitation phase
<b>Gates, fences and access points</b>	The establishment of access points to the Land, including turn in areas.  The installation and use of new gates and fences to allow entry by trucks, and other vehicles (if required).  The modification as necessary and use of existing gates and fences to allow entry by trucks, and other vehicles (if required).	Removal and rehabilitation of the gates and fences in accordance with this Agreement and relevant laws in consultation with the Landowner.
<b>Existing Access Track</b>	The use, maintenance and modification (including upgrade works) of the existing Access Tracks on the Land (detailed on the map at <b>SCHEDULE FOUR</b> ) for the purpose of carrying out the Activities.	Rehabilitation in accordance with this Agreement and relevant laws in consultation with the Landowner.
<b>Surveys</b>	The preparation of XXXX of Land to undertake the Survey as detailed on the Map in <b>SCHEDULE FOUR</b> .  Access to the Land for sixteen (16) people to prepare the Land.  The completion of Surveys on the Land as detailed in the Map at <b>SCHEDULE FOUR</b> .  Access to the Land for XXX people for the operation of Surveys.	Rehabilitation in accordance with this Agreement and relevant laws.  For the avoidance of doubt the Petroleum Holder must consult with the Landowner regarding their reasonable position for the proposed rehabilitation.

**Item 3**

The existing Access Tracks on the Land to be upgraded (as required), used and maintained by the Petroleum Holder during the Term to undertake the Activities, are detailed in the Map attached to this Agreement as **SCHEDULE FOUR**.



#### Item 4

The following table contains the indicative timetable of the agreed Activities in a best case scenario. However, this is subject to the Term.

Duration	Activities
6 – 8 weeks post Commencement of the Term	Mobilisation of equipment for preparation of the Land. Commence required upgrade of existing Access Tracks.
Approximately 30 days to complete the Surveys	Commencement of the operations.
Remainder of the Term	Ongoing access to the Land will also be required during the Term from time to time to undertake the following activities: <ul style="list-style-type: none"> <li>• rehabilitation;</li> <li>• Access Track maintenance (if required);</li> <li>• rehabilitation activities.</li> </ul>

The Parties acknowledge and agree that there will be strictly no access to the Land undertaken by the Petroleum Holder, or the Petroleum Holder's Associates until the commencement of the Term.

The Landowner acknowledges that the timetable is an estimate only and is subject to change. Further, the Landowner acknowledges that the above estimate is subject to weather events, ground conditions, scheduling requirements and events or circumstances that cause or result in delay such as strikes, non-availability or breakdown of essential equipment, supplies or services. Petroleum Holder agrees to adhere to the above timetable where reasonably possible, Petroleum Holder will consult with the Landowner regarding any unforeseen timing changes. The Petroleum Holder acknowledges that any unforeseen changes to the timing of the Activities may cause:

- Additional Loss pursuant to clause 19 of this Agreement; and
- Unauthorised Damage pursuant to clause 20 of this Agreement.

#### Section 2: General outline of the Petroleum Holder's overall project.

Please refer to the Work Program attached as **ANNEXURE ONE**.

#### Section 3: Any other matters of particular importance to the Petroleum Holder.

N/A



## LANDOWNER'S DISCLOSURE

**Section 1:** The current use of the Land is for cattle grazing and all related activities.

**Section 2:** The proposed use of the Land for the Term is for cattle grazing and all related activities.

### **Section 3: Additional Conduct Conditions**

#### **1. Infrastructure**

- 1.1 Access to the Land will be through existing tracks and gates where possible.
- 1.2 Location of the Access Track and points to be used (and constructed or installed where applicable) by the Petroleum Holder are indicated on the Map detailed at **SCHEDULE FOUR**.
- 1.3 The Petroleum Holder agrees not to construct grids at adjoining property boundary
- 1.4 The Petroleum Holder will notify the Landowner when it ceases the Activities on the Land.

#### **2. Communications**

- 2.1 The Petroleum Holder will comply with the communication requirements in clauses 15 and 16 of this Agreement
- 2.2 In carrying out the Activities on the Land, the Petroleum Holder will use reasonable endeavours to ensure that its Associates, comply with the relevant Petroleum Holder's obligations under this Agreement and with all applicable legislative and regulatory requirements and directions.
- 2.3 The Petroleum Holder will liaise with the Landowner's Responsible Person regularly during the Activities to ensure that the Landowner is kept informed with respect to the conduct of the Activities.

#### **3. Induction Training**

Each Associate of the Petroleum Holder must complete any required induction training prior to entering the Land.

#### **4. Petroleum Holder's conduct on the Land**

The Petroleum Holder will comply with the conduct requirements set out in clause s 9, 12, 13 and 14 of this Agreement.

#### **5. Access Tracks**

The Petroleum Holder and its Associates must ensure that access to and from the Land is in accordance with the Access Track detailed on the map at **SCHEDULE FOUR**, the terms of this Agreement, and the provisions of the Relevant Act.

**COMPENSATION****1. Management Time**

- 1.1. The Petroleum Holder recognises that during the planning and implementation of the activities there will be times requested by the Landowner to assist the Petroleum Holder, including but not limited to:
  - 1.1.1. meetings and discussions with the Petroleum Holder's representatives and contractors;
  - 1.1.2. driving around the Land to show the best access routes to the area; and
  - 1.1.3. all other requirements by the Landowner to assist the Petroleum Holder during the planning and implementation of the activities.
- 1.2. The Petroleum Holder will pay the Landowner XXXX per hour plus GST.
- 1.3. Invoices for the Management Time will be provided to the Petroleum Holder at the end of each month with payment to be made to the Landowner within seven (7) days of issue.

**2. Tracks Compensation**

- 2.1. The Petroleum Holder will pay the Landowner:
  - 2.1.1. XXXX per km for surveying "slashing tracks" as required and notified to the Landowner.
- 2.2. The track compensation is to be made as follows:
  - 2.2.1. Payment for surveying "slashing tracks" to be made within seven (7) days of establishment of the surveying "slashing tracks".

**3. Professional Fees**

The Petroleum Holder agrees to pay for necessary and reasonable costs incurred by the Landowner for the investigation, negotiation and finalisation of the Agreement including legal, accounting and valuation costs:

- 3.1. Legal fees are agreed in the amount of XXXX plus GST, costs and outlays.
- 3.2. Invoices for the investigation, negotiation and finalisation of the Agreement will be provided to the Petroleum Holder within fourteen (14) days of the execution of the Agreement for payment by the Petroleum Holder within seven (7) days of issue.

**4. Payment**

- 4.1. The Petroleum Holder agrees that no access will be granted until full payment of all compensation under this Agreement is made.
- 4.2. The Execution of the Agreement makes it necessary for all agreed payments to be made within seven (7) days. This sections purports that the Agreement for access will not be given until full satisfaction of payment is made to the Landowner by the Petroleum Holder.



**LOCATION PLAN OF ACTIVITIES ON THE LAND**



**ORGANIC CERTIFICATION**





**AUSTRALIAN CERTIFIED ORGANIC STANDARD**



**U.S. ORGANIC CERTIFICATION**



**U.S. CERTIFIED ORGANIC STANDARD**

Electronic Copy of document located at:

<http://www.ecfr.gov/cgi-bin/text->

[idx?c=ecfr&sid=3f34f4c22f9aa8e6d9864cc2683cea02&tpl=/ecfrbrowse/Title07/7cfr205\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&sid=3f34f4c22f9aa8e6d9864cc2683cea02&tpl=/ecfrbrowse/Title07/7cfr205_main_02.tpl)



**ORGANIC MANAGEMENT PLAN**